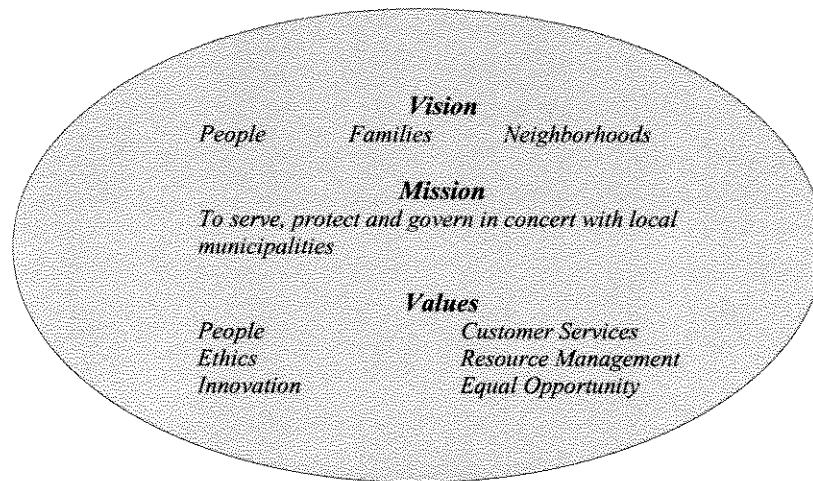




FULTON COUNTY



PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05RFP42455YC

CALL TO WOMANHOOD – PROGRAM AND EVENT PLANNING SERVICES

For

The Human Services Department

BID DUE TIME AND DATE: 11:00 A.M. May 18, 2005
PRE-PROPOSAL TIME AND DATE: 10:00 A.M. May 4, 2005
PROCEDURAL CONTACT: MALCOLM TYSON at (404)-730-5811
E-MAIL: malcolm.tyson@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

CALL TO WOMANHOOD – PROGRAM AND EVENT PLANNING SERVICES

REQUEST FOR PROPOSALS

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is requesting proposals from firms and individuals who have experience and qualifications in providing program and event planning services.

Through the issuance of this Request For Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the Call to Womanhood – Program and Event Planning Services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Call to Womanhood – Program and Event Planning Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 Purchasing the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.3 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Wednesday, May 4, 2005 at 10:00 A.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.4 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Wednesday, May 18, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.5 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.6 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person:

Malcolm Tyson, Assistant Purchasing Agent
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303-3459
Phone # - (404) 730-5811
Fax # - (404) 335-5808
E-mail: malcolm.tyson@co.fulton.ga.us

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.3 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has

not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **May 4, 2005 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: malcolm.tyson@co.fulton.ga.us
F: 404-893-1744 or 404-730-0358**

**RE: RFP 05RFP42455YC – Call to Womanhood – Program and Event
Planning Services**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal

Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.4 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.5 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.6 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the **Human Services Department** and one/two members from the Purchasing Department who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.7 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer

or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.8 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.9 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.10 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during

this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever

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- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
 - All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
 - The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

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- The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of

other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

**CALL TO WOMANHOOD – PROGRAM AND EVENT PLANNING SERVICES
RFP # 05RFP42455YC**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

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14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the

Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Wednesday, May 18, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSAL # 05RFP42455YC
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSAL # 05RFP42455YC
Project # and Title
[Technical or Cost Proposal]**

Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

Section 3.3.1 Planning

- Contractor must select a planning committee (made up of representatives from non-profit organizations that serve children and youth and corporations with the ability to provide sponsorship) to develop an overall theme for the Annual Call to Womanhood Conference; the theme must align with the purpose of the program and fulfill the program objectives
- Contractor must develop a working timeline that must be approved by the Contract Services Manager
- Contractor must research and select a facility that meets all the needs of the conference
- Contractor must consult with the planning committee to identify young adult and adult workshops
- Once adult and young adult workshops have been identified, the contractor must consult with the committee to identify workshop facilitators/presenters
- Contractor must assign in-house staff to coordinate sizeable components of the conference (i.e. publicity, registration, etc.)

-
- Contractor must meet with the planning committee once a month and meet with the committee twice a month 2 months prior to the conference date
 - Contractor must keep up regular consultation with the Contract Services Manager during this phase

Section 3.3.2 Facility

- Contractor must secure a facility that can accommodate up to 300 people at any given time throughout the duration of the conference
- The facility must be able to host the Annual Call to Womanhood Conference on the evening of Friday, October 14th and all day Saturday, October 15th, 2005
- The facility must be able to provide a seated, three course dinner on Friday, October 14th, a continental breakfast on Saturday, October 15th, and a seated, three course luncheon on Saturday, October 15th
- The facility must have enough rooms available to provide a separate room for each young adult workshop, each adult workshop, and a ballroom to host the dinner on Friday evening and the luncheon on Saturday afternoon
- The facility must have a lobby or reception area that can accommodate registration for up to 300 people
- The facility must have a room available for the care of children under the age of 12 throughout the duration of the conference
- The facility must allow licensed child care workers to run the childcare room
- The facility must provide water, notepad, and pencil/pen in each workshop room
- The facility must provide tables and chairs for all workshops, dinner, and luncheon
- The facility must provide a room for storage that is at least 10' by 12' by 9' in dimension; this storage room must have a door that locks for security, and it must be accessible at all times to pre-approved conference staff persons
- The facility must possess a dolly or cart to facilitate the transfer of conference materials in and out of the facility
- The facility must allow weighted balloons
- The facility must allow a hanging banner in the registration area
- The facility must allow floral centerpieces in the ballroom and in workshop rooms
- Facility needs to have enough staff to provide a staff person to solely manage the Call to Womanhood Conference; this staff person needs to be easily accessible by the Call to Womanhood staff leading up to the conference and at all times throughout the duration of the conference
- Facility needs to be able to provide an elevated stage (at least 3 feet from the ground) that is at least 8' by 12' in dimension

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- Facility must be able to meet all A/V equipment needs (i.e. microphones, projectors, audio devices, etc.) in every room or area that is occupied by the conference
 - Facility must be easily accessible by MARTA (Metropolitan Atlanta Rapid Transit Authority), preferably near a MARTA train station
 - Facility must be located in South Fulton
 - Facility must have an area outside the main entrance where conference participants can be dropped off and picked up by a shuttle that goes back and forth between the facility and the nearest MARTA station throughout the duration of the conference at set time intervals
 - Facility must have a marquis either outside of each room or positioned in the registration area that informs all participants of the time and location of activities, young adult workshops, and adult workshops
 - Facility must have enough restrooms to accommodate the flow of 300 people at any given time throughout the duration of the conference
 - Facility must possess superior ratings in comparison to all other entities within the same business category (i.e. hotels, convention centers, etc.) in regards to customer service, appearance, food, technological equipment, and general accommodation

Section 3.3.3 Registration

- The contractor is responsible for creating applications for registration
- The registration application should request general group information, general contact information, the number of girls participating, whether childcare is needed, and any other pertinent information
- The contractor must have a fax machine that can receive multiple faxes
- The contractor must have a staff person available that will be responsible for the entire registration process; this staff person will need to be available to answer questions over the phone, to respond to emails, to manage mail-in applications, and to promote registration for the event within the community; the staff person handling registration will also be responsible for organizing applications and keeping track of the amount returned, the order they were returned, and the number of people registering; by the end of registration, this staff person should create two rosters, an individual roster and a group roster, listing all the people that have registered for the event; the staff person over registration will also need to create a waiting list, when necessary

Section 3.3.4 Execution

- The Contractor must follow a program format similar to the programs produced for 2004 and 2003; the Office of Children and Youth will provide a copy of both programs to serve as a guide for the Contractor
- The Contractor must have sufficient staff to accomplish the Call to Womanhood Conference to a satisfactory degree; the Contractor will need to have at least 50 staff and/or volunteers at any given time throughout the duration of the entire conference, in order to meet the needs of the program and the needs of the participants
- The Contractor must be able to transport all conference items to the facility on their own
- The Contractor must have a storage space to store all items up to the point when the facility can provide the agreed upon storage space
- The Contractor must be able to store all invoices, registration applications, vendor information, and presenter registration forms

Section 3.3.5 Workshops

- Contractor must provide young adult workshops that cover most or all of the following subjects: financial management, career success, preparedness for secondary education, understanding consequences, sexual responsibility, self esteem, or an equivalent interchange of subjects
- Contractor must provide at least 6 workshops for young women to choose from; our young women should have enough time allotted to attend at least 3 workshops during the workshop sessions
- Contractor must provide adult workshops that cover most or all of the following subjects: effective communication, parenting skills, problem solving, ensuring the success of the next generations, owning property, financial management, coping skills, stress management, or an equivalent interchange of subjects
- Contractor must provide at least 3 workshops for adult women; adult women should have enough time allotted to attend all three workshops during the workshop sessions
- Contractor must secure one quality workshop presenter for each workshop; workshop presenters should have a vast knowledge of the subject they will cover in their presentation, and they should have ample experience presenting to a group of young women (ages 12-17), if they are assigned to a young adult workshop or should have ample experience presenting to a group of adult women if they are assigned to an adult workshop

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- All prospective presenters are required to submit a resume or curriculum vitae that must be reviewed and approved by both the Contractor and the Contract Services Manager before any presenter is selected
 - Workshop presenters must conduct interactive workshops that involve the active participation of each and every participant (i.e. visual aides, audio devices, dramatic presentations, handouts, etc.)
 - In rare cases, both young adult and adult workshops bring attention to issues that are current in the news; depending on the societal climate, a workshop might need to address a prevalent issue in the community that would benefit each participant; inclusion or interchange of any subject not aforementioned above is up to the discretion of the Contract Services Manager
 - The Contractor must block off Saturday morning for the young adult and adult workshop sessions; all sessions must be scheduled ahead of time and approved by the Contract Services Manager and the Planning Committee; the time, location, and title of each workshop session must be printed in the program and displayed on the marquis; all sessions must begin and end on time
 - Each workshop should consist of at least 35 minutes of instruction and at least 5 minutes to fill out workshop evaluations

Section 3.3.6 Activities

- The contractor is responsible for creating engaging, entertaining, and beneficial activities for the participants on both Friday and Saturday
- Any activities must be reviewed and approved by the Contract Services Manager before being selected

Section 3.3.7 Speakers and Presenters

- The Call to Womanhood Conference must allot a few minutes for Commissioner William "Bill" Edwards to make a opening comments to the participants, either during the beginning of the proceedings on Friday evening or during the beginning of the Luncheon on Saturday, depending upon his schedule
- Presenters for workshops must include divisions from the Fulton County Human Services Department
- The Call to Womanhood conference secures a keynote speaker and a motivational speaker every year
- The keynote speaker always speaks during the Luncheon on Saturday; the keynote speaker must be a woman who is accomplished, has set and achieved her personal and career goals, has a passion for reaching out to young women, is admired in the community, and she is asked to gear her speech towards the overall theme of the conference; the keynote speaker must be articulate, energetic, and engaging

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- The motivational speaker always speaks after breakfast and before the workshop sessions begin; the motivational speaker should be a woman who is accomplished, has set and achieved her personal and career goals, has a passion for reaching out to young women, is admired in the community, should be young enough to relate to the young participants, and is able to gear her speech towards the overall theme of the conference; the motivational speaker must be articulate, energetic, and engaging
 - The Contractor is responsible for securing a mistress of ceremonies for both days of the conference; there may be a different mistress of ceremonies, but both mistresses of ceremonies must in serve in their role entire duration of the conference on the day they are assigned to; the mistresses of ceremonies must be articulate, energetic, and engaging
 - All prospective speakers, presenters, and mistresses of ceremonies must submit their resume or curriculum vitae for review and approval by the Contract Services Manager, the Contractor, and the Planning Committee
 - All workshop presenters, invocation presenters, mistresses of ceremonies, the motivational speaker, and the keynote speaker receive an honorarium
 - The Contractor is responsible for supplying registration packets, confirmation letters, invoices, and W-9's to all of the presenters ahead of time to be completed by the presenter and collected by the Contractor; the Contractor is responsible for all aspects of payment
 - The Contractor must transfer a copy of all files to the Office of Children and Youth, to include all financial documents

Section 3.3.8 Participants

- In order to be eligible to attend and participate in the conference, all young women must be between the ages of 12 and 17, and must be accompanied by an adult (18+ years); all participants must be pre-registered; all participants must be Fulton County residents
- All participants must be registered at the event on both days through a check of the roster
- The Call to Womanhood Conference is free to all participants
- Depending upon the number of applications received, a cap may have to be enforced on the number of girls or women in a group; generally, groups should not exceed more than 11 people, and there should be a ratio of only one chaperone for every 10 girls; ratios might need to be adjusted, depending on circumstances

Section 3.3.9 Publicity

- The Contractor is responsible for making sure that the Annual Call to Womanhood Conference is promoted well; the following modes of media are

necessary to receive the same level of response from the community: mailings, a standing web announcement, and radio announcements

- Mailings are the primary technique for publicizing the conference; the Contractor will need to utilize the master list that has been generated by the Office of Children & Youth, as well as the registration list from 2004 and 2003; hold-the-date cards must be sent out to the above mentioned citizens and organizations no less than two and half months prior to the first day of the conference (August 1, 2005); registration packets must be sent out to the above mentioned citizens no less than eight weeks prior to the conference (August 22, 2005); registered groups and/or individuals must be notified by mail no less than three weeks prior to the conference (September 26, 2005)
- The Contractor must have a professional web designer on staff with sufficient experience and skills to advertise information for Call to Womanhood on the official Fulton County Website under the Human Services Department webpage, in cooperation with the Fulton County Information Technology (IT) Department; the application must be made available to citizens to print out from the Fulton County Website
- The contractor must pursue all major radio stations that broadcast within Fulton County and request that they broadcast all pertinent information regarding the conference to their listeners (i.e. 103.3 FM, 100.5 FM, 97.1 FM, 95.5 FM, 107.9 FM, 91.9 FM, etc); radio announcements must be approved by the Contract Services Manager before being submitted to any station

Section 3.3.10 Quality Standards (Design, Visual Displays, Adornment, and Publications)

- The Contractor must consult with the Contract Services Manager to choose a color scheme for the conference; the color scheme should consist of three colors
- The Contractor is charged with the responsibility of replicating the quality that participants have come to expect of the Call to Womanhood Conference; designs, visual displays, adornment, and publications are a key component of the program's positive reputation and success; the Contractor must employ a professional graphic designer with appropriate experience and skills set to fulfill the following responsibilities: t-shirt design, design for all publications, design for all posters, design for visual displays, and adornment; all artwork proposed by the graphic designer must be submitted and approved by the Contract Services Manager before any design has been selected or endorsed
- The Contractor is also responsible for identifying a printing company that meets all printing needs: posters, publications, and banners; the dimension of the printed materials will be approved by the Contract Services Manager (poster not to exceed 24" x 36"); posters should be firm, Styrofoam boards, in color, and should have a glossy finish; all printing materials should be available in color; all printed materials

must be reviewed and approved by the Contract Services Manager before being selected or endorsed

- All workshop rooms and the ballroom must be adorned and coincide with the color scheme of the conference (i.e. balloons, wall ornamentation, etc.); all ornamentation must be approved by the Contract Services Manager before being selected or endorsed
- The Contractor must identify a florist to provide centerpieces for all the tables during the dinner, the breakfast, and the luncheon; there must be a podium arrangement
- All advertising, promotions, and other publicity in connection with the Call to Womanhood Conference must include the following acknowledgement:

**Sponsored by Commissioner William "Bill" Edwards
the Fulton County Board of Commissioners, and the Fulton County Human
Services Department, Office of Children and Youth**

- All advertising, promotions, and other publicity in connection with the Call to Womanhood Conference must include the Fulton County Call to Womanhood logo
- The Contractor must provide a poster of an official letter from Commissioner William "Bill" Edwards to all the participants

Section 3.3.11 Incentives

- The Contractor is responsible for providing enough t-shirts and bags to hand out to all the Call to Womanhood participants; the Contractor should identify a company that mass produces shirts and bags and has an accessible company catalogue; shirts and bags must be approved by the Contract Services Manager and the Planning Committee; shirts and bags are distributed to each participant upon successful registration; only one shirt and one bag are given to each participant
- A book must be chosen to give away to all participants; this book should be relevant to the theme and promote the objective of the Call to Womanhood Conference; the book must be approved by the Contract Services Manager prior to being selected or endorsed
- The Contractor must provide small incentives (a token reminder of the subject matter) in each young adult workshop; there must be enough incentives for every participant in each workshop; all incentives must be submitted to the Contract Services Manager prior to be selected or endorsed

Section 3.3.12 Conference Evaluations

- The Contractor must provide evaluations for all participants to fill out before they leave the facility each day; the evaluations should provide an assessment of the following components of the conference: young adult workshops, adult workshops,

speakers, food, entertainment, and customer service; evaluations must be submitted for review and approval to the Contract Services Manager prior to being endorsed

- The Contractor must have staff available to collect evaluations from participants; evaluations must be compiled into a report shortly after the conference, and submitted to the Contract Services Manager

Section 3.3.13 Contractor Progress Reports, Progress Meetings, and Written Evaluations

- The Contractor must provide bi-weekly reports to the Contract Services Manager, must set up a schedule to have monthly progress meetings with the Contract Services Manager (the frequency of progress meetings might increase as the conference draws near), and the Contractor must comply with comments on the evaluation that call for action or need attention, as stated by the Contract Services Manager

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the ability of the firm to provide the requested services. Failure to submit any required data item may be cause for rejection. Offerors shall not submit data other than defined herein. In addition to the data described below, Offeror may provide section dividers, a front and back cover, a table of contents, and a cover letter, which may serve as an introduction to the proposal. A page refers to one side of a single 8 ½ inch x 11 inch page. Text shall be minimum 12 point.

Proposal information shall include:

Section 3.4.1 Experience

1. Experience of the firm to include the following:
 - a. Provide a short narrative of the firm and staff's demonstrated ability to perform the proposed services.
 - b. Provide a minimum of two (2) references of public sector organizations of similar size to Fulton County for which the firm has conducted similar services in the past two years. Include contact name, title, and telephone number, dollar value of contract, and brief description of services.
 - c. Provide at least one (1) reference of a public sector organization where core team members have worked together. Include contact name, title, and telephone number, dollar value of contract, and brief description of services.

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- d. Provide current workload of the firm and personnel to be assigned to the project. Include a statement of availability of project manager during the engagement.

Section 3.4.2 Qualification of Key Staff

- a. Provide the qualifications of the individuals to be assigned to the engagement.
- b. Include a statement of duties expected to be performed by each individual and approximate number of hours by task.

Section 3.4.3 Comprehension of Scope of Work:

- a. Provide a summary of the firm's understanding of the work to be performed by task. Include the steps expected to be performed to complete each task.
- b. Provide a timeline of the work expected to be performed by task, with approximate dates to be performed.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a **separate sealed envelope** in accordance with this RFP. The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete the following Price Proposal Form:

COST PROPOSAL

“Call to Womanhood - Program and Event Planning Services”

PLEASE COMPLETE AS DIRECTED AND INSERT IN A SEPARATE SEALED ENVELOPE
LABELED “COST PROPOSAL”.

1. Facility Reservation	\$ _____
2. Equipment/Room Rental	\$ _____
3. A/V Rental	\$ _____
4. Workshop Presenters	\$ _____
5. Keynote Speaker	\$ _____
6. Staff	\$ _____
7. Food	\$ _____
8. T-shirts, totes, awards, incentives, etc.	\$ _____
9. Printing	\$ _____
10. Graphic Design	\$ _____
11. Shuttle Transportation	\$ _____
12. Decorations	\$ _____
13. Flowers	\$ _____
14. Entertainment	\$ _____
15. Books	\$ _____
16. Childcare Providers (Babysitting)	\$ _____
17. Child Entertainment	\$ _____
18. Office Supplies	\$ _____
19. Banners	\$ _____
20. Miscellaneous	\$ _____
21. Liability Insurance Coverage	\$ _____
22. Other (explain) _____	\$ _____
 Total Cost	 \$ _____

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of members from Human Services and Purchasing Department. The committee may request oral interviews and/or site visits. The committee will report its findings and recommendations to County Manager who shall then make a recommendation to the members of the Fulton County Commission.

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

	Evaluation Criteria	Weight
A.	Experience of the firm providing the services.	25%
B.	Qualifications of the persons assigned to perform the services outlined in the RFP.	15%
C.	Understanding and Comprehension of Scope of Work as outline in the RFP.	25%
D.	Local Preference - The Offeror will be given the full 10% for having an office in Fulton County, Georgia that performs the majority of work (i.e., prime vendor not subcontractors). 0% will be given otherwise	10%
E.	Cost Proposal - The County will award the most points to the lowest reasonable and responsive cost proposal.	25%
	TOTAL POINTS	

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D** – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent**

certification.

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE);**

Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____
- 3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount
Name:				
Address:				
Telephone #:				

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period
TOTALS				

Executed By: _____

(Signature)

(Printed)

Name)

Nortary: _____

Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY** (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. **ELECTRONIC DATA PROCESSING LIABILITY**
(Required if computer contractor) Limits - \$1,000,000

5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY**

Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**

(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8

SAMPLE CONTRACT

**(SAMPLE) CONTRACT BETWEEN FULTON COUNTY
AND _____**

THIS Contract, entered into this ____ day of _____ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County, through its Human Services Department, identified the need for Call to Womanhood – Program Management and Event Planning Services;

WHEREAS, the County by and through its Finance Department, has determined that this need can best be met by retaining Call to Womanhood – Program Management and Event Planning Services;

WHEREAS, the County requested a formal Request for Proposal for Call to Womanhood – Program Management and Event Planning Services;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in paragraph III of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The term of this Contract shall commence on date of award and continue for twelve (12) consecutive months without further obligation of the County.

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render Call to Womanhood – Program Management and Event Planning Services, as specified by Fulton County Request For Proposal (RFP) #_____, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services,

including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. RFP #_____ is hereby attached and incorporated herein as Attachment A. Contractors Proposal is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **Call to Womanhood – Program Management and Event Planning Services** in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing Call to Womanhood – Program Management and Event Planning Services as stated in the Request For Proposal (RFP #_____) and Contractor's own response to that Proposal (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Request For Proposal and the Contractors own Proposal, the description in the Request For Proposal takes precedence. In the event that specifications in either the Request For Proposal or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the

County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the RFP must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the RFP response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service, shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County's authorized representative shall have the right to supervise the Call to Womanhood – Program Management and Event Planning Services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective appointed supervisor(s) will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in

Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____.

Paragraph 5.1 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Director of Finance or his appointed representative. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract

and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or

any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the Call to Womanhood – Program Management and Event Planning Services as specified in herein, including the Proposal Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the

County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIX - SUSPENSION OF WORK

Paragraph 9.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Proposal Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitutes the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Human Services Department
Attn: David Summerlin
141 Pryor St., S.W.
Atlanta, GA 30303

With copies to the Director of Finance and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contractor's Name	Contractor's
Owner	Address
Contractor's Company Name	

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 **CONTRACTOR** shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

For Contractor's Company Name

Contractor's Name
Owner
(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey
Clerk to the Commission (seal)

Approved as to Content:

For Fulton County

(Director)
Human Services Department

Karen Handel, Chair
Board of Commissioners